IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

MONDAY, THE 18TH JUNE 2007 / 28TH JYAISHTA 1929

WP(C).No. 28106 of 2006(U)

PETITIONER:

M.D.SETHUPATHY,
WARD NO.24, M.K.JEWELLERS,
S.C.S.JUNCTION, THIRUVALLA-1.

BY ADV. SRI.JACOB P.ALEX

RESPONDENTS:

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1. GENERAL MANAGER,
BSNL, PATHANAMTHITTA TELECOM DISTRICT,
THIRUVALLA-1.

2. ACCOUNTS OFFICER,
OFFICE OF GENERAL MANAGER, BSNL,
PATHANAMTHITTA TELECOM DISTRICT,
THIRUVALLA-1.

3. DEPUTY TAHSILDAR (REVENUE RECOVERY),
TALUK OFFICE, THIRUVALLA.

R1&2 BY ADV. SRI.MATHEWS K.PHILIP,SC, BSNL

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 18/06/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS:

P1: TRUE COPY OF RECEIPT OF APPLICATION ISSUED FROM THE OFFICE OF BSNL ON 23.8.2005.

P2: TRUE COPY OF TARIFF PLAN.

P3: TRUE COPY OF BILL DT.7.9.2005.

P4: TRUE COPY OF APPLICATION FOR DISCONNECTION OF DATA ONE CONNECTION DT.7.10.2005.

P4(a): TRUE COPY OF BILL ISSUED BY ASIANET FOR THE PERIOD BETWEEN 8.10.2005 AND 31.10.2005.

P5: TRUE COPY OF BILL DT.7.10.2005.

P6: .DO. DT.7.11.2005.

P7: TRUE COPY OF LETTER ISSUED TO R1.

P8: TRUE COPY OF R.R. NOTICE DT.12.10.2006.

TRUE COPY

P.A. TO JUDGE

C.N.RAMACHANDRAN NAIR, J.

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W.P.(C) No.28106 of 2006

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Dated this the 18th day of June, 2007.

JUDGMENT

The petitioner availed a Broadband Internet connection from BSNL on 30.8.2005 according to BSNL and on 1.9.2005 according to the petitioner. It is conceded that petitioner applied for disconnection on 7.10.2005 without clearing the first bill. BSNL's case is that disconnection could not be effected as the system does not accept it without clearing first bill which petitioner did not pay. In any case petitioner has paid Rs.7,000/- out of the total demand of Rs.18,000/-. Rs.5,000/- being security is now payable as service is disconnected on 11.11.2005. Balance is only a matter of Rs.6,000/-. While the case of the petitioner is that petitioner has not used the service after 7.10.2005, the case of BSNL is that petitioner has in fact used the facility. The BSNL has not furnished breakup details of the service availed by the petitioner after 7.10.2005. The W.P. is accordingly disposed of directing respondents 1 and 2 to furnish the computer print out of the service availed by the petitioner after 7.10.2005 and if petitioner is convinced, petitioner can remit the amount and if he does not accept liability, dispute should be referred for arbitration. Third respondent will

withhold recovery proceedings for six weeks from now within which time respondents 1 and 2 will furnish information to the petitioner for the petitioner to make payment or to raise dispute for settlement in arbitration. If settlement is there, RR will be withdrawn. If matter is referred for settlement through arbitration, recovery will be only of the amount awarded in arbitration which arises only if the petitioner raises dispute.

C.N.RAMACHANDRAN NAIR
Judge

pms